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not allowed to recover his payment, even though it inured to the benefit of bona fide creditors, the law leaving the parties where it found them. For a discussion of the vendor's lien, V MICHIGAN LAW REVIEW, p. 373.

HUSBAND AND WIFE—SEPARATION AGREEMENTS—VALIDITY.—Before marriage a husband conveyed his farm to his son, reserving a life-estate in one half the farm. Because of this conveyance the marital relations were unpleasant, whereupon an agreement of separation was made, the husband giving the wife his note, in consideration of which the wife agreed to renounce all claims of dower in the estate. In an action by the wife to set aside the deed to the son as fraudulent, *held*, a husband and wife cannot make a valid contract renouncing their marital rights. *Hill v. Hill et al.* (1907), — N. H. —, 67 Atl. Rep. 406.

The question as to the validity of separation agreements by husband and wife was unsettled at common law, because of the influence of the ecclesiastical courts, and the dicta of former courts which had become embodied in the common law. The decision of Lord ELDEN in *Lord St. John v. Lady St. John*, 11 Ves. 526, upholding the validity of contracts of this nature, has practically settled the law in England. In the United States the decisions are almost unanimously opposed to that of the principal case. *Wells v. Stout*, 9 Cal. 480; *Nichols v. Palmer*, 5 Day (Conn.) 47; *Chapman v. Gray*, 8 Ga. 341; *Hilbish v. Hattle*, 145 Ind. 59, 44 N. E. 20; *Goddard v. Beebe*, 4 Greene (Iowa) 126; *Hendricks v. Hendricks*, 4 Ky. Law Rep. 724; *Labbe's Heirs v. Abat*, 2 La. 553, 22 Am. Dec. 151; *Carey v. Mackey*, 82 Me. 516, 20 Atl. 84, 17 Am. St. Rep. 500, 9 L. R. A. 113; *Fox v. Davis*, 113 Mass. 255, 18 Am. Rep. 476; *Randall v. Randall*, 37 Mich. 563; *Roll v. Roll*, 51 Minn. 353, 53 N. W. 716; *Mills v. Richards*, 34 Miss. 77; *Aspinwall v. Aspinwall*, 49 N. J. Eq. 302, 24 Atl. 926; *Clark v. Fosdick*, 118 N. Y. 7, 22 N. E. 1111, 16 Am. St. Rep. 733, 6 L. R. A. 132; *Thomas v. Brown*, 14 Ohio St. 247; *Commonwealth v. Henderschedt*, 1 Kulp (Pa.) 42; *Buckner v. Ruth*, 13 Rich. Law (S. C.) 157; *Caffey's Ex'rs v. Caffey*, 12 Tex. Civ. App. 616, 35 S. W. 738. Prior to the enactment of statutes giving the wife the right to contract in her own name, agreements of separation were made through the intervention of a trustee. *Mills v. Richards*, supra, holds that contracts of this nature, without the intervention of a trustee, are void; while *Hilbish v. Hattle*, supra, holds that agreements of this nature will be upheld even though made without the intervention of a trustee. The principal case is supported by *Foote v. Nickerson*, 70 N. H. 496, 48 Atl. 1088, holding that contracts of this nature are opposed to public policy and are void. A similar holding is found in *Collins v. Collins*, 1 Phil. Eq. (N. C.) 153, although *Sparks v. Sparks*, 94 N. C. 527, holds that under some circumstances separation agreements are valid. *Switzer v. Switzer*, 26 Grat. (Va.) 574, holds that separation agreements are void, unless it appears from the negotiations which preceded the agreement that the wife could act with perfect freedom.

INSURANCE—FIRE—CONCURRENT INSURANCE.—Insured had forty-five hundred (\$4500.00) dollars insurance on his property. The agent of defendant company, knowing this, wrote him a fifteen hundred (\$1500.00) dollar policy.